

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
IN THE MATTER OF THE ARBITRATION BETWEEN

STATE ENTERPRISE RESEARCH-INDUSTRIAL
COMPLEX 'PAVLOGRAD CHEMICAL PLANT'

Petitioner,

-and-

PETROLEUM & MATERIALS LLC.,

Respondent.
-----X

Civil Action No. 2:18-cv-
02510-ADS-AKT

**CONFIDENTIALITY
AGREEMENT**

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ SEP 26 2019 ★
LONG ISLAND OFFICE

WHEREAS, the discovery in the above-entitled action may involve the production of confidential and sensitive records and factual information;

IT IS HEREBY STIPULATED AND AGREED, that the following procedures shall govern production and use of documents and information in this action:

1. A party to this action or producing non-party may designate all or any portion of information, materials or documents it furnishes as "confidential information." Any confidential information shall remain confidential and shall not be used except in connection with the preparation for and trial of this action.

2. Such confidential information shall be made available only to a party, persons who are regularly employed by the party, attorneys for the party, and persons who are regularly employed by attorneys for the party. Such confidential information shall not be disclosed directly or indirectly to any other person without the consent of the party or non-party producing the confidential information, except that such confidential information may be disclosed to any person from whom testimony is taken or may be taken in this action, and expert witnesses and

independent consultants retained by any party in connection with this action, provided that: the attorneys for the party receiving the confidential information advise each person to whom disclosure of confidential information is made as to the terms of this confidentiality agreement and obtain the consent of each such person, in writing, to be bound by its terms.

3. This confidentiality agreement shall not be admissible into evidence.

4. Nothing herein shall preclude any party from applying to the court for any modification of this confidentiality agreement as may be appropriate.

5. At the conclusion of the above-entitled action, all information, material and documents subject to this confidentiality agreement, including all copies thereof, shall be returned to the attorneys for the party producing such confidential information, or upon consent of such attorneys, shall be destroyed.

6. The obligations of this confidentiality agreement shall continue after the conclusion of this action unless modified by written stipulation of the parties.

Dated: Garden City, New York
September 24, 2019

Anderson Kill P.C.

By: 

Jeffrey E. Glen

Attorneys for Petitioner

1251 6th Avenue

New York, New York 10020

(212) 278-1000

Stagg Wabnik Law Group LLP

By: 

Andrew Kazin

Attorneys for Non-Party

JPMorgan Chase Bank, N.A.

401 Franklin Avenue, Suite 300

Garden City, New York 11530

(516) 812-4505

SO ORDERED

/s/ A. Kathleen Tomlinson

A. Kathleen Tomlinson

United States Magistrate Judge

Date: Sept. 26 20 19

Central Islip, N.Y.